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PROPOSED ISSUANCE: SECRET AGREEMENTS

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SECRECY AGREEMENTS

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Rescission: (1) CIA Regulation
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1. GENERAL

- a. The purpose of this Regulation is to establish the policy, responsibilities, and procedures for the standardization and use of Secrecy Agreements. All agreements used or prepared in accordance with this Regulation will henceforth be known as Secrecy Agreements and will be so designated by an appropriate heading.
- b. The standard approved Secrecy Agreements of the Agency which are prescribed in this Regulation, will cover most of the situations which are likely to arise wherein an agreement will be required. New or revised Secrecy Agreements must be submitted to the Director of Security for approval. (See paragraphs 3f and 4d.)

2. DEFINITION

A Secrecy Agreement is a document executed by an individual to whom classified CIA information has been or will be given, in which the individual acknowledges his legal and moral obligation not to disclose such information without specific CIA authority.

3. POLICY

- a. The Secrecy Agreement used in the disclosure of CIA classified information

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or matter will be executed by each recipient of classified information, except where the execution of the agreement is obviously not appropriate nor advantageous to the Agency, such as the release or disclosure of CIA classified information to the Congress of the United States, or the authorized release of CIA classified information to an employee or official of the executive branch of the United States Government who has been approved as a liaison contact with the Agency.

- b. The text of a Secrecy Agreement shall contain provisions that classified information or matter revealed to the signer as the result of the contact, association, or negotiation, will under no circumstances be divulged except upon the express authority of an authorized representative of this Agency.
- c. A Secrecy Agreement will be used in connection with, but not limited to: employment; termination of employment; initial contact with consultants, contractors, or persons connected with special case projects, [] at headquarters [] in matters which necessitate the disclosure of CIA classified information or matter.
- d. In every instance, the disclosure of CIA classified information or matter shall be strictly limited on a positive "need-to-know" basis and then disclosed only if it is in the best interests of the Agency.
- e. The authorized representative of the Agency who discloses classified information shall be responsible for the selection of the proper Secrecy Agreement to be used, its execution, and ultimate delivery to the Director of Security.

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f. All requests for new Secrecy Agreements, and any revisions or modifications of approved Secrecy Agreements which may be required in connection with any operation or project of the Agency wherein CIA classified information or matter must be disclosed within the meaning of this Regulation, must be submitted to the Director of Security for approval. The Director of Security will ensure coordination with the General Counsel, whenever necessary.

4. PROCEDURES

a. GENERAL REQUIREMENTS

The representative of the Agency who has been authorized to disclose CIA classified information or matter as required above, shall inform the recipient, prior to the disclosure of and in conjunction with the execution of the Secrecy Agreement, of the moral obligation being entered into, and the legal action which could result in criminal prosecution under the espionage laws, Act of June 25, 1948, as amended, for the unauthorized disclosure of CIA classified information or matter which has been divulged to the individual concerned.

b. PREPARATION AND DISPOSITION

Secrecy Agreements will be prepared in strict accordance with the formats prescribed in this Regulation (see Figures 1 to 7). When executed, the Secrecy Agreement shall be forwarded to the Director of Security for retention in the files of the Security Office.

c. SELECTION CRITERIA AND PROCESSING

- (1) The Secrecy Agreement attached as Figure 1 is for use by the Security Office for staff employees and consultants entering on duty and

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terminating employment with CIA. This Secrecy Agreement shall also

(a) This Secrecy Agreement shall be presented to the employee upon
entrance on duty, by the Security Office

(b) When an employee is terminated, this Secrecy Agreement will be
presented for execution upon his being debriefed by the Security Office,

(a) This Agreement shall be presented to the prospective employee
for execution by the official or employee of the Agency who has
been directed by competent higher authority to contact the
individual to inquire as to his or her interest in working for
CIA.

(b) The Agreement when signed will be forwarded to the Director of
Security for retention in the Personnel Security Files Branch.
This provision will be complied with whether the individual
accepts or rejects employment.

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(3) The Special Termination Secrecy Agreement attached as Figure 3 shall be used in any one of the following circumstances involving termination of personnel:

- (a) Detailed to CIA from another agency of the Government.
- (b) Transferring to another agency of the Government.
- (c) With detailed knowledge of CIA clandestine operations, sources or methods.

Under the foregoing circumstances this type of Secrecy Agreement shall be presented to the individual for execution at the time of debriefing by the Security Division of the Security Office (or

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If executed in the field, the Agreement

shall be forwarded to the Director of Security.

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(6) Contractor's Secrecy Agreement

- (a) The Contractor's Secrecy Agreement attached as Figure 6 shall be presented by the Contracting Officer of the Agency to the contractor for execution at the time classified specifications, drawings, models, documents, invitation to bid or other matter is made available to the contractor.
- (b) The Agreement when executed shall be transmitted to the Director of Security. The Agreement or transmitting memorandum shall contain sufficient reference data to the contract or bid to make it readily identifiable to the specific negotiation.

(7) Document Receipt and Secrecy Agreement.

- (a) The Document Receipt and Secrecy Agreement attached as Figure 7 shall be presented for execution by the official or employee of the Agency who has been directed by competent higher authority to release CIA classified documents in accordance with existing Agency Regulations on dissemination, to witting or unwitting Staff Agents employed by the Agency for a particular operation or project of CIA overseas.
- (b) Prior to initial contact, advice shall be obtained from the Security Office as to the degree of security check or clearance necessary in each individual case.
- (c) The Agreement when executed shall be transmitted to the Director of Security.

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4. REQUESTS FOR NEW OR REVISED SECRECY AGREEMENT FORMATS

- (1) Whenever any operation or project requires the use of a Secrecy Agreement format which has not been approved for CIA use, a request for a new or revised agreement will be submitted to the Director of Security for approval.
- (2) Requests for new or revised formats shall be submitted only by one of the Deputy Directors, the ADCO, or the DTR and shall consist of:
 - (a) A proposed draft of the new or revised Agreement.
 - (b) A memorandum addressed to the Director of Security stating:
 - (1) Purpose for which the Agreement is needed.
 - (2) Reason for inadequacy of existing Agreement formats.
- (3) Upon receipt of a request, the Director of Security will:
 - (a) Coordinate with the General Counsel whenever necessary.
 - (b) Approve, disapprove, or modify the proposed Agreement after consultation with the requesting Office.
 - (c) Notify the requesting Office of action taken.

5. CLASSIFICATION

Secrecy Agreements when executed shall be assigned a classification in accordance with existing regulations prescribing the criteria for selection of the proper classification.

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SECRET

SECURITY AGREEMENT

1. I, _____, understand that by virtue of my duties in the Central Intelligence Agency, I may be or have been recipient of information and intelligence which concerns the present and future security of the United States. This information and intelligence, together with the methods of collecting and handling it, are classified according to security standards set by the United States Government. I have read and understand the provisions of the espionage laws, Act of June 25, 1948, as amended, concerning the disclosure of information relating to the National Defense and I am familiar with the penalties provided for violation thereof.

2. I acknowledge, that I do not now, nor shall I ever possess any right, interest, title or claim, in or to any of the information or intelligence or the methods of collecting or handling it, which has come or shall come to my attention, by virtue of my connection with the Central Intelligence Agency, but shall always recognize the property right of the United States of America, in and to such matters.

3. I do solemnly swear that I will never divulge, publish or reveal either by word, conduct, or by any other means, any classified information, intelligence or knowledge except in the performance of my official duties and in accordance with the laws of the United States, unless specifically authorized in writing, in each case, by the Director of Central Intelligence or his authorized representatives.

4. I will at all times comply strictly with the Central Intelligence Agency Security Regulations and appendices thereto, which I have read and understand.

5. I understand that no change in my assignment within the Central Intelligence Agency will relieve me of my obligation under this oath and that the provisions of this oath will remain equally binding on me after the termination of my services with the Central Intelligence Agency.

6. I take this obligation freely, without any mental reservation or purpose of evasion.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____ 19____.

_____(SEAL)

Witnessed by me this _____ day of

_____, 19____, at _____

SECRECY AGREEMENT

Date

1. I am aware of the fact that the _____,
by reason of the sensitive nature of its work, must observe very strict security
measures.
2. I agree to honor the requests of the _____
relative to my application for employment whether it be accepted or rejected.
3. I agree not to inform anyone that I am being considered for a position in
the _____, unless specifically authorized by
a representative of _____. If questioned directly,
I will say that I have applied for positions in various fields of endeavor, and
if pressed for an answer, will state that all my applications are confidential,
and that I would rather not discuss them for fear of offending my present
superiors, should the fact that I was seeking any other position be revealed to
them.
4. I agree not to disclose personnel procedures I have observed in the
_____.
5. I agree not to discuss by name or otherwise, any individuals with whom I
have talked in the course of my application for employment to the _____.

Signature

Witness

Figure 2

SPECIAL
TERMINATION SECRECY AGREEMENT

1. I solemnly swear that in addition to any commitments made by me in the Central Intelligence Agency SECRECY AGREEMENT or in a Central Intelligence Agency debriefing, oral or written, I acknowledge that should I again be assigned to another Government agency or department, I will preserve the secrecy of intelligence operations, sources and methods of the Central Intelligence Agency from other persons in such government agencies and departments, even though such persons are fully cleared for Top Secret, or possess any other type of security clearance, within their own departments.
2. I further affirm that I will not discuss with or disclose to any other government employee, foreign service officer or other official with whom I may later be associated, any information relating directly to clandestine operations, sources or methods, personnel or fiscal figures of the Central Intelligence Agency or to special operations, security measures or other matters which may have been acquired by reason of my assignment with the Central Intelligence Agency, unless by permission of the Director of Central Intelligence or his authorized representative.
3. Should any question arise under this agreement or should I desire permission hereunder, I will communicate with the Central Intelligence Agency Security Office for advice and guidance.
4. I understand that Congress has placed upon the Director of Central Intelligence the responsibility for the protection of intelligence sources and methods by virtue of the National Security Act of 1947, as amended. I further understand that this agreement is for my benefit as well as that of the Central Intelligence Agency and that this agreement may be quoted by me on any future occasion where compliance therewith may prove embarrassing.

Signature

Date

Witness:

SECRECY AGREEMENT

1. I, _____, understand that I may be the recipient of information and intelligence which concerns the present and future security of the United States and which belongs to the United States. This information and intelligence, together with the methods and collecting and handling it, are classified according to security standards set by the U. S. Government. I have read and understand the provisions of the espionage laws, Act of June 25, 1948, as amended, concerning the disclosure of information relating to the National Defense and I am familiar with the penalties provided for the violation thereof.

2. I acknowledge that I do not now, nor shall I ever possess any right, interest, title or claim in or to any of the information or intelligence or methods of collecting or handling it which has come or shall come to my attention by virtue of my connection with the U. S. Government, but shall always recognize the property right of the United States of America, in and to such matters.

3. I do solemnly swear that I will never divulge, publish or reveal either by word, conduct, or any other means any classified intelligence or knowledge, except in the performance of my official duties and in accordance with the laws of the United States, unless specifically authorized in writing, in each case, by the U. S. Government.

4. I understand that no change in my relationship with the U. S. Government will relieve me of my obligation under this oath and that the provisions of this oath will remain binding upon me even after the termination of my services with the United States Government.

5. I take this obligation freely, without any mental reservation or purpose of evasion.

IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____,

19 ____.

Signature (SE)

Witnessed by me this ____ day of _____ 19____,
at _____

Signature

SECRECY AGREEMENT

1. I acknowledge the fact that because of the confidential relationship between myself and the U. S. Government, I will be the recipient of information which, in itself, or by the implications to be drawn therefrom, will be such that its unlawful disclosure or loose handling may adversely affect the interests and security of the United States. I realize that the methods of collecting and of using this information, as well as the identity of persons involved, are as secret as the substantive information itself and, therefore, must be treated by me with an equal degree of secrecy.
2. I shall always recognize that the U. S. Government has the sole interest in all information which I or my organization may possess, compile or acquire pursuant to the understanding. No advantage or gain will be sought by me as a result of the added significance or value such information may have, due to the Government's interest in it.
3. I solemnly pledge my word that I will never divulge, publish, nor reveal either by word, conduct, or by any other means such information or knowledge, as indicated above, unless specifically authorized to do so, by the U. S. Government.
4. Nothing in this understanding is to be taken as imposing any restriction upon the normal business practices of myself or my organization: i.e., information normally possessed by us or gathered in the regular course of business will continue to be utilized in accordance with our normal practices.

Signature:

Representative of U. S. Government

Date

Signature:

Organization

Date

CONTRACTOR'S SECRECY AGREEMENT

In consideration of the receipt of classified drawings, specifications, and accompanying enclosures, other documents, models, or material concerning matters of a classified nature delivered to the undersigned coincident with the date of this agreement, a receipt for which has been separately executed, or in consideration of any classified information to be issued to the undersigned subsequent to the date of this agreement, or classified information disclosed orally, the following terms are agreed to by or on behalf of the undersigned individual, firm or corporation, and any or all representatives, agents or employees thereof and the United States Government.

1. The undersigned is responsible for safeguarding classified matter furnished in connection with invitations for bids and for the safeguarding of classified matter furnished or developed in connection with the performance of contracts in accordance with instructions furnished or to be furnished by the Contracting Officer.
2. For the purpose of preparing a bid, the undersigned will neither supply nor disclose classified matter to any person unless authorized by the Contracting Officer or his duly authorized representative. In the event a contract is awarded the undersigned will neither supply nor disclose to any person, any classified information concerning the contract or work thereunder including the plans, drawings, specifications, and accompanying enclosures, other documents, models, material and information disclosed orally, unless authorized by the Contracting Officer or his duly authorized representatives.
3. The undersigned will not make or permit to be made photographs or other reproductions of classified matter except as specifically authorized in writing by the Contracting Officer or his duly authorized representatives.
4. The undersigned will not incorporate in any other project any special features of design or construction which will have been developed in the event a contract is awarded; or which are peculiar to the drawings, specifications and accompanying enclosures; or other documents, models, material or information disclosed orally in connection with any given project, without written consent beforehand of the Contracting Officer or his duly authorized representatives.
5. If a bid is not submitted, or if a bid is made and not accepted or in case award is made, upon completion of the contract, or upon demand, the undersigned will promptly return "TOP SECRET" matter by hand only. Registered mail or insured express will not be used in returning "TOP SECRET" matter. Other classified matter will be returned either by hand, by registered mail, or by insured express to the Contracting Officer. The items of a classified nature which are to be returned as specified above, will be specifically identified and requested by the Contracting Officer at the appropriate time for returning.
6. The undersigned will submit promptly, as requested by the Contracting Office for clearance approval the names and other information as required of persons who it is known will have or be in a position to have knowledge of classified information as described herein.

7. The undersigned will immediately submit a complete confidential report to the Contracting Officer whenever he has information indicating that any employee, agent, or representative has been or may be engaged in subversive activities at any place; or that any employee, agent or representative is or may be in any way a security risk; or that a danger of espionage or sabotage exists at any office, plant, factory or site at which work for the Agency is being performed or at which material is required, fabricated, manufactured or stored in connection with the performance of any contract with the Agency.

8. The undersigned will, whenever required by the Contracting Officer, submit a and all information which he may have concerning any employee, agent or representative engaged in work at any office, plant, factory or site at which work for the Agency is being performed.

9. The undersigned will exclude from any office, plant, factory or part thereof at which work for the Agency is being performed, any person or persons whom the Contracting Officer or his duly authorized representative may designate as unacceptable to the Agency in the interest of security.

10. The undersigned will promptly notify the Contracting Officer whenever there is any change in officers, directors or key personnel during the period that this agreement is in effect.

11. The undersigned expressly agrees and understands that his use, control or disclosure of any classified information imparted by the Government is subject to the restrictions and liabilities imposed by the espionage laws of the United States, especially as found in the Act of June 25, 1943, (Section 645, 62, Stat. The undersigned will bring this subject to the attention of all persons under his jurisdiction having access to classified information, including any and all sub-bidders or subcontractors.

12. The Contractor will comply with "Security Requirements for Contractors", a copy of which is attached to this agreement.

13. This agreement will remain in effect so long as the undersigned is in possession of classified matter furnished or developed in connection with any bid or contract of the Agency, and is not intended to limit or restrict the security provisions of any contract, if award is made. Termination of this contract does not release the undersigned from the legal prohibitions against the disclosure to unauthorized persons of classified matter acquired in connection with this contract.

(Contractor): _____

By: _____

(Witness): _____ Title: _____

Date: _____

DOCUMENT RECEIPT
AND
SECRECY AGREEMENT

CONFIDENTIAL

Date

I, _____, acknowledge receipt of the following listed documents and agree to comply strictly with the instruction given me for their use. I understand that these documents may never be used by me, under any circumstances, within the continental limits of the United States and that their use, at anytime, for personal gain by me or by any other person is absolutely prohibited.

In the event that I am questioned by anyone concerning these documents, their use or purpose, I expressly agree to notify, immediately, my contact officer.

I do solemnly swear that I will never divulge, publish or reveal any information obtained by reasons of my assignment or the use of the documents furnished, except to an authorized contact or superior, unless released in writing from this obligation by duly authorized authority. I further affirm that I will never disclose to an unauthorized person, by word or action, the nature of this agreement, its intent or purpose.

I take this obligation freely, without mental reservation or purpose of evasion and understand that any violation of the terms hereof may subject me to criminal prosecution under the provisions of the espionage laws of the United States, Act of June 25, 1948, as amended, and other applicable laws and regulations.

Signature

Witness:

Figure 7
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